

DELAWARE
STATE AMENDATORY PART
UNICOVER V

The CANCELLATION Condition in the General Conditions is amended to include the following:

If YOU cancel, WE will refund the unearned premium only if one or more of the following has occurred:

- (a) YOU have other liability insurance in effect on the COVERED AUTO that provides at least the minimum limits required by the Delaware Insurance Code for liability and No-Fault Coverage;
- (b) The COVERED AUTO is no longer owned by YOU;
- (c) The COVERED AUTO is no longer operable or capable of being repaired so as to become operable;
- (d) YOU become self-insured under the provisions of the Delaware Insurance Code.

The cancellation will become effective even if WE have not made or offered a refund.

CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

If this policy has been in effect for 60 days or more, or is a renewal of a policy WE issued, WE may cancel this policy by mailing or delivering written notice of cancellation to YOU, at least:

- (a) 10 days before the effective date of cancellation if WE cancel for nonpayment of premium; or
- (b) (1) 60 days; but
 - (2) Not more than 120 days before the effective date of cancellation if WE cancel for any of the following reasons:
 - (i) Material misrepresentation or nondisclosure to US of a material fact at the time of acceptance of the risk;
 - (ii) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
 - (iii) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
 - (iv) Fraudulent acts against US by YOU or YOUR representative that materially affect the nature of the risk insured;
 - (v) Lack of cooperation from YOU on loss control matters affecting insurability of the risk;
 - (vi) Bona fide loss of or substantial changes in applicable reinsurance;

- (vii) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract;
- (viii) Bona fide loss of or reduction in available insurance capacity; or
- (ix) Any other reasons approved by the Insurance Commissioner.

NONRENEWAL OF POLICY

- (1) If WE elect not to renew this policy, WE will mail or deliver to YOU written notice of nonrenewal, along with the reasons for nonrenewal, at least:
 - (a) 60 days; but
 - (b) Not more than 120 days before the expiration date of this policy. WE will mail or deliver the notice to YOUR last mailing address known to US.
- (2) WE may elect not to renew this policy only for one or more of the reasons listed in paragraph b.2. above.

Coverage Part 530 (UNINSURED MOTORISTS), Endorsement No. 091 (UNDERINSURED MOTORISTS) and Endorsement 203 are changed as follows:

Exclusion (a) is replaced by:

- (a) With respect to an UNINSURED MOTOR VEHICLE, any claim settled without OUR consent, if the settlement prejudices OUR rights to recover payment.

The first paragraph of THE MOST WE WILL PAY Condition is amended to include:

WE will apply this limit to first provide the separate limits required by the Uninsured Motorists Law of the State of Delaware for:

- (a) BODILY INJURY to one person in any one ACCIDENT;
- (b) BODILY INJURY to two or more persons in any one ACCIDENT;
- (c) PROPERTY DAMAGE in any one ACCIDENT.

This provision will not change OUR total limit of liability.

The third and forth paragraphs are replaced by the following:

No one will be entitled to receive duplicate payments for the same elements of LOSS under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of Loss for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY Coverage.

WE will not pay for any element of LOSS if a person is entitled to receive payment for the same element of LOSS under any workers' compensation, disability benefits or similar law.

The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible UNINSURED MOTORISTS or UNDERINSURED MOTORISTS INSURANCE.

The SUBROGATION Condition in the General Conditions is replaced by the following:

- (a) With respect to an UNINSURED MOTOR VEHICLE, if WE make any payment, WE are entitled to recover what WE paid from other parties up to the amount of coverage required by the Delaware financial responsibility law. Any person to or for whom WE make payment must transfer to US his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
- (b) With respect to an UNINSURED MOTOR VEHICLE, if WE make any payment and the INSURED recovers from another party, the INSURED shall hold the proceeds in trust for US and pay US back the amount WE have paid up to the limits specified by the Delaware financial responsibility law.
- (c) This provision does not apply to damages caused by an ACCIDENT with an UNDERINSURED MOTOR VEHICLE.

The ARBITRATION Condition is replaced by:

- (a) If WE and an INSURED disagree whether the INSURED is legally entitled to recover DAMAGES from the owner or driver of an UNINSURED MOTOR VEHICLE or an UNDERINSURED MOTOR VEHICLE or do not agree as to the amount of DAMAGES that are recoverable by that INSURED, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator.

The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- (b) Unless both parties agree otherwise, arbitration will take place in the county in which the INSURED lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

The OTHER INSURANCE Condition is replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

Any insurance WE provide with respect to a vehicle YOU do not own shall be excess over any other collectible UNINSURED or UNDERINSURED MOTORISTS insurance providing coverage on a primary basis.

If the coverage under this coverage form is provided:

1. On a primary basis, WE will pay only OUR share of the loss that must be paid under insurance providing coverage on a primary basis. OUR share is the proportion that OUR limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
2. On an excess basis, WE will pay only OUR share of the loss that must be paid under insurance providing coverage on an excess basis. OUR share is the proportion that OUR limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

If this Coverage Part or any other Coverage Part or policy issued to YOU, or any resident of YOUR household, by US or any company affiliated with US apply to the same ACCIDENT, the aggregate maximum limit of insurance under all the Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy issued by US or an affiliated company specifically to apply as excess insurance over this Coverage Part.

The following definition is replaced:

"PROPERTY DAMAGE" means injury or destruction of:

- (1) A COVERED AUTO (including its loss of use);
- (2) Property contained in the COVERED AUTO and owned by YOU or any FAMILY MEMBER; or
- (3) Property contained in the COVERED AUTO and owned by anyone else OCCUPYING the COVERED AUTO.

When NO FAULT is shown in the declarations as applicable to a Coverage Part the following provisions apply to such Coverage:

PERSONAL INJURY PROTECTION ENDORSEMENT
(Delaware)
CA 22 08 (12-93)

WE agree with YOU, subject to all the provisions of this endorsement and to all of the provisions of the Coverage Part except as modified herein, as follows:

A Personal Injury Protection coverage deductible shown in the Declarations, applies to YOU or to YOU and the MEMBERS OF HIS HOUSEHOLD as indicated in the Declarations.

A. COVERAGE

1. PERSONAL INJURY PROTECTION

WE will pay in accordance with Del. Code Ann. tit. 21, chapter 21, subchapter 1, PERSONAL INJURY PROTECTION benefits to or for the benefit of the INJURED PERSON who sustains BODILY INJURY caused by an ACCIDENT arising out of the ownership, maintenance or use of a MOTOR VEHICLE as a MOTOR VEHICLE and incurred within two years from the date of the ACCIDENT.

Subject to the limits shown in the Schedule, these PERSONAL INJURY PROTECTION benefits consist of:

- a. MEDICAL EXPENSES. Reasonable expenses for necessary medical, hospital, dental, surgical, X-ray, ambulance, and professional nursing services, prosthetic devices and non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.
- b. FUNERAL EXPENSES. Reasonable and necessary expenses for professional funeral services and all customary charges, which may include a burial plot.
- c. LOSS OF EARNINGS. Any amount actually lost, net of taxes on income which would have applied, by reason of inability to work and earn wages or salary or their equivalents that would otherwise have been earned in the normal course of an INJURED PERSON'S employment but not other income, but LOSS OF EARNINGS does not include any loss after the death of an INJURED PERSON.
- d. SUBSTITUTE SERVICE EXPENSES. Reasonable and necessary extra expense for personal services which would have been performed by the INJURED PERSON had he or she not been injured.

2. DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE

WE will pay in accordance with Del. Code Ann. tit. 21, chapter 21, subchapter 1, for accidental damage which occurs during the policy period to property damaged in an ACCIDENT involving the INSURED MOTOR VEHICLE other than damage to a MOTOR VEHICLE.

B. WHO IS AN INSURED

1. YOU.

2. If YOU are an individual, any FAMILY MEMBER.
3. Any person while occupying the INSURED MOTOR VEHICLE.
4. Any person injured in an ACCIDENT involving the INSURED MOTOR VEHICLE, other than an occupant of another MOTOR VEHICLE.

C. EXCLUSIONS

1. PERSONAL INJURY PROTECTION

WE will not pay PERSONAL INJURY PROTECTION benefits for BODILY INJURY sustained by:

- a. any person while the MOTOR VEHICLE is used as a public or livery conveyance unless such use is specifically declared and described in the coverage part.
- b. any person while occupying a MOTOR VEHICLE located for use as a residence or premises.
- c. any person resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- d. any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- e. any person while operating the INSURED MOTOR VEHICLE without YOUR express or implied consent.
- f. any person if such person's conduct contributed to his or her BODILY INJURY under any of the following circumstances:
 - (1) causing BODILY INJURY to himself or herself intentionally;
 - (2) while committing a felony.
- g. any person, other than YOU or any FAMILY MEMBER, while a pedestrian, if the ACCIDENT occurs outside the State of Delaware.
- h. YOU or any FAMILY MEMBER while OCCUPYING or while a pedestrian arising out of the ownership, maintenance or use of any MOTOR VEHICLE (other than the INSURED MOTOR VEHICLE) with respect to which the insurance required by the DELAWARE MOTORISTS PROTECTION ACT is in effect.
- i. YOU or any FAMILY MEMBER while OCCUPYING or while a pedestrian arising out of the ownership, maintenance or use of any MOTOR VEHICLE owned by or furnished or available for the regular use of YOU or any FAMILY MEMBER if such MOTOR VEHICLE is not an INSURED MOTOR VEHICLE.

2. DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE

We will not pay benefits for:

- a. damage to any property while the INSURED MOTOR VEHICLE is being used as a public or livery conveyance unless such use is specifically declared and described in the coverage part.

- b. damage to any property while the INSURED MOTOR VEHICLE is located for use as a residence or premises.
- c. damage to any property resulting from radioactive contamination.
- d. damage to any property due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to the foregoing.
- e. damage to any property while the INSURED MOTOR VEHICLE is used without YOUR express or implied consent.
- f. damage to aircraft, watercraft, self-propelled mobile equipment and to any property in or upon any of the aforementioned.
- g. damage to any property in or upon any MOTOR VEHICLE.
- h. damage to any property owned by, rented to or leased by YOU or any FAMILY MEMBER.

D. LIMIT OF INSURANCE

1. PERSONAL INJURY PROTECTION

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or INSURED MOTOR VEHICLES to which this coverage applies, the total limit of compensation payable by US under this coverage is as follows, provided that, the payment for funeral expenses included in the following shall in no event exceed \$5,000 for any one person:

- a. If the Declarations indicates a single limit of compensation, the total limit of compensation payable by US under this coverage for all loss and expense arising out of BODILY INJURY as a result of any one ACCIDENT shall be \$30,000. WE will apply the limit of compensation to provide any separate limits required by law for personal injury protection benefits.
- b. If the Declarations indicates an EACH PERSON and EACH ACCIDENT limit of compensation, the total limit of compensation payable by US under this coverage for all loss and expense arising out of BODILY INJURY sustained by one INJURED PERSON as the result of any one ACCIDENT shall be \$15,000 and subject to the above provision respecting one INJURED PERSON, the total limit of compensation payable by US for all loss and expense arising out of BODILY INJURY sustained by two or more INJURED PERSONS as the result of any one ACCIDENT shall be \$30,000.

The total amount of any applicable deductible shall be deducted from the total amount of all sums which WE are obligated to pay for all loss and expense arising out of BODILY INJURY sustained by one or more INJURED PERSONS to whom such deductible applies as the result of any one ACCIDENT and, subject to the foregoing, the total limit of compensation payable by US with respect to loss and expense of such INJURED PERSON or persons shall be the difference between such deductible amount and the limit of compensation specified in the coverage part.

2. DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or INSURED MOTOR VEHICLES to which this coverage applies, the total limit of compensation payable by US under this coverage for all damage to property as the result of any one ACCIDENT shall be \$10,000.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for DELAWARE PERSONAL INJURY PROTECTION COVERAGE as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is replaced by the following:

- a. In the event of ACCIDENT, claim, SUIT or LOSS, YOU must give US or our authorized representative prompt written notice of the ACCIDENT or LOSS. Include:
 - (1) How, when and where the ACCIDENT or LOSS occurred;
 - (2) The INJURED PERSON'S name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, YOU and any other involved INJURED PERSON must:
 - (1) Assume no obligation, make no payment or incur no expense without OUR consent, except at the INJURED PERSON'S own cost.
 - (2) Immediately send US copies of any demand, notice, summons or legal papers received concerning the claim or SUIT.
 - (3) Cooperate with US in the investigation, settlement or defense of the claim or SUIT.
 - (4) Authorize US to obtain medical reports, copies of records and loss of earnings information or other pertinent information.
 - (5) Submit to examination, at OUR expense, by physicians of our choice, as often as WE reasonably require.
 - (6) As promptly as practical and in no event more than two years after expenses are incurred, give US written proof of claim, under oath if required.
- c. If an INJURED PERSON or his or her legal representative institutes legal action for damages for BODILY INJURY, he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- d. If there is LOSS to an INSURED MOTOR VEHICLE or its equipment YOU must also do the following:
 - (1) Promptly notify the police if the INSURED MOTOR VEHICLE or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the INSURED MOTOR VEHICLE from further damage. Also keep a record of YOUR expenses for consideration in the settlement of the claim.
 - (3) Permit US to inspect the INSURED MOTOR VEHICLE and records proving the LOSS before its repair or disposition.
 - (4) Agree to examinations under oath at OUR request and give US a signed statement of YOUR answers.

e. In the event of loss to property other than a motor vehicle:

- (1) The property shall be protected and any further loss due to failure to protect shall not be recoverable under this coverage; reasonable expenses incurred affording such protection shall be deemed incurred at OUR request; and
- (2) Within 91 days after loss, sworn proof of loss in such form and including such information as WE may reasonably require shall be filed with US and, upon OUR request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.

2. OTHER INSURANCE is amended by the addition of the following:

For damage to property other than a MOTOR VEHICLE, this coverage does not apply if there is other valid and collectible property coverage covering a loss which would otherwise be covered by this coverage unless the owner or operator of the INSURED MOTOR VEHICLE would be legally liable for such damage under applicable principles of tort law. The question of whether such owner or operator would be legally liable shall be resolved by arbitration.

3. POLICY PERIOD, COVERAGE TERRITORY is amended by the addition of the following:

For damage to property other than a MOTOR VEHICLE, we cover ACCIDENTS and LOSSES occurring during the policy period shown in the Declarations and in the State of Delaware.

The following CONDITIONS are added:

COORDINATION AND NON- DUPLICATION

1. For PERSONAL INJURY PROTECTION benefits, no INJURED PERSON shall recover duplicate PERSONAL INJURY PROTECTION payments for the same elements of loss under this or any other similar automobile coverage or for any benefits provided under any workers' compensation law.
2. For PERSONAL INJURY PROTECTION benefits, this coverage is excess to any other similar automobile coverage available:
 - a. to an INJURED PERSON as a result of BODILY INJURY sustained while OCCUPYING or while a pedestrian arising out of the ownership, maintenance or use of any vehicle other than a MOTOR VEHICLE with respect to which the security required under the Delaware Motorists Protection Act is in effect; or
 - b. to an INJURED PERSON, other than a resident of the State of Delaware, as a result of BODILY INJURY sustained while OCCUPYING the INSURED MOTOR VEHICLE if the ACCIDENT occurs outside the State of Delaware.
3. Any automobile medical payments coverage and any UNINSURED MOTORISTS coverage provided under this policy are excess over any benefits available, or which would be available but for the application of a deductible, under the coverage provided for PERSONAL INJURY PROTECTION and for Damage to Property Other Than a Motor Vehicle.

DENTAL OR SURGICAL PROCEDURES, MEDICAL EXPENSE AND LOSS OF EARNINGS

For PERSONAL INJURY PROTECTION benefits, any expenses for dental or surgical procedures, medical expenses including related treatment and LOSS OF EARNINGS, the necessity of which

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have been medically ascertained and verified in writing as being necessary by a qualified medical practitioner within two years from the date of the ACCIDENT, which are impossible or impractical to perform during that period, shall be treated as if incurred within two years from the date of the ACCIDENT. WE shall have the option to pay such expenses either at the time such expenses are ascertained or at the time they are incurred. The amount of loss of earnings payable in connection with such dental or surgical procedures shall be limited to the period of time that is reasonably necessary to recover from such procedures but not to exceed ninety days.

ARBITRATION

WE shall submit to arbitration any claim for PERSONAL INJURY PROTECTION benefits provided by this endorsement, and any claim for damage to a MOTOR VEHICLE, including loss of use of such vehicle; provided the person claiming loss or damage shall make a written request for arbitration to the Insurance Commissioner of the State of Delaware within 90 days from the date an offer of settlement or denial or coverage or liability has been made by US.

STATUTORY PROVISION

Notwithstanding any of the terms and conditions of the policy, the coverage afforded under this insurance is, subject to its terms and conditions, at least as extensive as the minimum coverage required by Del. Code Ann. tit. 21, chapter 21, subchapter 1.

F. ADDITIONAL DEFINITIONS

1. The definition of "AUTO" in the Definitions Section does not apply. The following definition of "MOTOR VEHICLE" applies instead:

- a. PERSONAL INJURY PROTECTION

"MOTOR VEHICLE" means a land motor vehicle, including a trailer or semi-trailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks.

- b. DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE

"MOTOR VEHICLE" means a land motor vehicle, including a trailer or semi-trailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks. MOTOR VEHICLE also includes self-propelled mobile equipment.

2. The definition of "INSURED" in the DEFINITIONS Section does not apply. The following definition of INJURED PERSON applies instead:

"INJURED PERSON" means:

- a. any person injured while occupying the INSURED MOTOR VEHICLE,
 - b. any person injured in an ACCIDENT involving the INSURED MOTOR VEHICLE; or
 - c. YOU or any FAMILY MEMBER injured while a pedestrian or while occupying any MOTOR VEHICLE other than the INSURED MOTOR VEHICLE.

3. As used in this endorsement:

- a. "FAMILY MEMBER" means members of YOUR immediate family not having a separate household and persons actually residing with and economically dependent upon YOU.
- b. "INSURED MOTOR VEHICLE" means:
 - (1) For PERSONAL INJURY PROTECTION, a MOTOR VEHICLE owned by YOU to which the bodily injury liability coverage of the coverage part applies and which is registered in the State of Delaware.
 - (2) For DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE, a MOTOR VEHICLE owned by YOU to which the property damage liability coverage of the coverage part applies and which is registered in the State of Delaware.

The following endorsement shall apply when Added Personal Injury Protection coverage is opted by YOU and is shown as applicable in the declarations:

ADDED PERSONAL INJURY PROTECTION ENDORSEMENT
(Delaware)

WE agree with YOU, subject to all the provisions of this endorsement and to all the provisions, definitions, exclusions and conditions of the Personal Injury Protection coverage set forth in the Personal Injury Protection Endorsement (Delaware) except as expressly modified herein, as follows:

ADDITIONAL PERSONAL INJURY PROTECTION

WE will pay additional personal injury protection benefits for:

- (a) MEDICAL EXPENSES,
- (b) LOSS OF EARNINGS, and
- (c) SUBSTITUTE SERVICE EXPENSES

resulting from BODILY INJURY sustained by the INJURED PERSON, caused by an accident arising out of the ownership, maintenance or use of a MOTOR VEHICLE as a motor vehicle and incurred within two years from the date of the accident.

EXCLUSIONS

Exclusion (h) of the Personal Injury Protection Endorsement (Delaware) does not apply to this coverage and this coverage does not apply:

- (a) to BODILY INJURY sustained by any person while occupying, or while a pedestrian arising out of the ownership, maintenance or use of a MOTOR VEHICLE owned by such person with respect to which additional personal injury protection coverage is not provided hereunder; and
- (b) to BODILY INJURY sustained by YOU or any MEMBER of HIS HOUSEHOLD while occupying, or while a pedestrian arising out of the ownership, maintenance or use of, a MOTOR VEHICLE other than the INSURED MOTOR VEHICLE, to the extent that YOU or MEMBER of HIS HOUSEHOLD is entitled to receive any optional personal injury protection coverage under the policy covering such MOTOR VEHICLE.

LIMIT OF COMPENSATION

The limit of compensation provision in Part I of the Personal Injury Protection Coverage - Delaware endorsement does not apply to this coverage.

Regardless of the number of persons insured, policies applicable, claims made or INSURED MOTOR VEHICLES to which this insurance applies:

- (a) If the Declarations indicates a single limit of compensation, the total limit of OUR liability for Added Personal Injury Protection benefits arising out of BODILY INJURY as a result of one accident shall be the amount stated in the Declarations.
- (b) If the Declarations indicates an "each person" and "each accident" limit of compensation, the total limit of OUR liability for Added Personal Injury Protection benefits arising out of BODILY INJURY sustained by one INJURED PERSON as the result of any one accident shall be the amount stated

in the Declarations and subject to the above provision respecting "each person" the total limit of OUR liability arising out of BODILY INJURY sustained by two or more INJURED PERSONS as a result of any one accident shall be the amount stated in the Declarations.

EXCESS PROVISION

The coverage afforded under this endorsement shall be excess to any applicable mandatory personal injury protection benefits provided pursuant to the Subchapter 1, Chapter 21, Title 21 of the Delaware Code.